

STATE OF MICHIGAN
COURT OF APPEALS

UKRAINIAN SELFRELIANCE (MICHIGAN)
FEDERAL CREDIT UNION,

UNPUBLISHED
February 16, 2001

Plaintiff-Appellee,

v

HARRY R. JAVENS,

No. 217827
Oakland Circuit Court
LC No. 98-007475-CH

Defendant-Appellant.¹

Before: Whitbeck, P.J., and Murphy and Cooper, JJ.

PER CURIAM.

Defendants appeal as of right an order granting a default judgment of foreclosure of mortgage in favor of plaintiff.

On July 10, 1998, plaintiff filed a complaint alleging that defendants were in default on their mortgage and promissory note and requested that the trial court grant a judgment of foreclosure. A default for failure by defendants to appear, plead, or otherwise defend was entered on October 26, 1998. On January 6, 1999, the trial court granted plaintiff's motion for a default judgment of foreclosure and ordered that \$37,307.79 was due to plaintiff upon the mortgage. Defendant Harry Javens argues on appeal that the trial court abused its discretion in denying defendants' motion for reconsideration and to set aside the default judgment. However, defendants' issues need not be addressed for want of jurisdiction by this Court.

On April 20, 1999, in consideration of the cancellation of the sheriff's sale scheduled for April 20, 1999, and in full satisfaction of the judgment entered on January 6, 1999, defendant Harry Javens tendered to plaintiff the reduced sum of \$37,000. In exchange for the sum tendered, plaintiff tendered to defendants Harry Javens and Joyce Javens a quitclaim deed to the property and discharged the mortgage. Furthermore, as part of the agreement, plaintiff alleges

¹ Joyce A. Javens and Alexander I. Jowa were named as defendants below; however, the claim of appeal was only filed on behalf of defendant, Harry R. Javens. These parties will, at times, collectively be referred to as "defendants."

that defendant Harry Javens indicated that he agreed to dismiss the appeal only if the Judgment of Foreclosure could be expunged so as to protect his credit worthiness.

Plaintiff argues that defendant Harry Javens' agreement, to dismiss this appeal in consideration for the cancellation of the sheriff's sale and receipt of the quitclaim deed and discharge of the mortgage for \$37,000, precludes him from pursuing this appeal since defendant Harry Javens is no longer an aggrieved party. We agree. Whether a party has standing to bring an appeal is a question of law subject to de novo review. *Dep't of Consumer & Industry Services v Shah*, 236 Mich App 381, 384; 600 NW2d 406 (1999).

"The general rule states that a satisfaction of judgment is the end of proceedings and bars any further effort to alter or amend the final judgment." *Becker v Halliday*, 218 Mich App 576, 578; 554 NW2d 67 (1996). A party who accepts satisfaction, in whole or in part, waives the right to maintain an appeal if such an appeal might result in putting at issue the right to relief already received, unless the appeal addresses an issue collateral to the benefits accepted. *Id.* "The principle guiding enforcement of a satisfaction of judgment is the promotion of certainty and finality." *Id.* at 579. A satisfaction of judgment generally extinguishes the entire claim. *Id.*

Thus, this claim of appeal is extinguished by the satisfaction of judgment and defendant Harry Javens' agreement to dismiss it. Furthermore, the questions presented on appeal put at issue the right to relief already received by defendants, also making defendants' issues moot. The amount paid by defendant Harry Javens to redeem the property should not be relitigated. The agreement of the parties and satisfaction of judgment in this case precludes defendant Harry Javens from pursuing this appeal and leaves this Court without jurisdiction to hear this appeal.

Dismissed.

/s/ William C. Whitbeck
/s/ William B. Murphy
/s/ Jessica R. Cooper